UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/635,475	08/07/2003	Alejandro Wiechers	200207448-1	1049

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EXAMINER
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ART UNIT	PAPER NUMBER
2625	

NOTIFICATION DATE	DELIVERY MODE
12/31/2007	ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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PTOL-90A (Rev. 04/07)

	Application No.	Applicant(s)
Office Action Summary	10/635,475	WIECHERS, ALEJANDRO
	Examiner	Art Unit	
	Lennin R. Rodriguez	2625	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on 08 October 2007.

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1,3-11 and 13-20* is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1,3-11 and 13-20* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date _____.

4) ☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

Response to Arguments

1.   Applicant's arguments with respect to claims 1 and 11 on page 8 of the Remarks

"Roztocil does not teach "creating a press ready file at the designer location that

encompasses both [a] print job and [a] job ticket", "an automated preflight module that

executes on a computer at the print service provider" that performs "an automated

preflight check of said press ready file", an automated preflight check that comprises

"automatically opening, reading, and interpreting said job ticket, to confirm that the

selected production devices identified in said job ticket are available and, if one or more

of the selected production devices are not available, automatically selecting one or

more alternative production devices to process said print job", an "automated prepress

rework module" that performs automated prepress rework of the print job by "by

automatically reformatting said print job for any newly selected production devices to

ensure production substantially as designed" have been considered, in response:

"Roztocil '868 discloses creat ing a press ready file at the designer location

(paragraph [0022], lines 8-13, where the designer location is being interpreted as the

job origination at the client side of the workflow) that encompasses both said print job

and said job ticket (paragraph [0028], lines 1-6, where the print ready file contains the

print job and the printer control instructions (ticket));

an automated prepress rework module performing an automated prepress

rework of said print job to address any changes in selection of production devices at the

print service provider location after performance of the preflight check by automatically reformatting said print job for any newly selected production devices to ensure production substantially as designed (paragraph [0030], and [0031], where after some changes are been made at the job preparations workstations regarding features of the job the print ready file is updated (reworked) to include all the new changes into the file that is going to be send to the output devices, where the process is performed by the production stage automatically).

Roztocil '868 discloses all the subject matter as described above except an automated preflight module performing an automated preflight check of said press ready file at the print service provider location by automatically opening, reading, and interpreting said job ticket to confirm that the selected production devices identified in said job ticket are available, and if one or more of the selected production devices are not available, automatically selecting one or more alternative production devices to process said print job to ensure production substantially as designed;

However, Schorr '697 teaches an automated preflight module performing an automated preflight check of said press ready file at the print service provider location (column 4, lines 1-3, where the preflight is all automated (101 Fig. 1a)) by automatically opening, reading, and interpreting said job ticket to confirm that the selected production devices identified in said job ticket are available (column 6, lines 41-65, where it check for example if a RGB press is available for use);

Therefore it would have been obvious to one of ordinary skill in the art a the time the invention was made to have an automated preflight module performing an

automated preflight check of said press ready file at the print service provider location by automatically opening, reading, and interpreting said job ticket to confirm that the selected production devices identified in said job ticket are available, and if one or more of the selected production devices are not available, automatically selecting one or more alternative production devices to process said print job to ensure production substantially as designed as taught by Schorr '697, in the system of Roztocil '868. By accessing the preflight system through the print vendor, the print buyer is not hardwired to one particularly vendor. Further, as will be understood by reviewing the description of the preferred embodiments below, the print buyer can employ the preflight system according to the invention through potentially any print vendor (column 3, lines 23-29)."

2.   Specifications objections with respect to the abstract of the disclosure have been withdrawn.

Claim Rejections - 35 USC § 101

3.   35 U.S.C. 101 reads as follows:

> Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

4.   Claims 15-28 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. A "program product" is being recited; however a "program product" as presented in the claims is directed to software per se. This subject matter is not limited to that which falls within a statutory category of invention because it is limited to a process, machine, manufacture, or a composition of matter.

Software is a function descriptive material and a function descriptive material is non-statutory subject matter. Examiner suggests changing it to – a computer readable medium storing a program product –.

Claim Rejections - 35 USC § 103

5.   The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

6.   Claims 1, 3-4, 9, 11-14, 19, 21-22, 27 and 29-32 are rejected under 35 U.S.C. 103(a) as being unpatentable over Roztocil et al. (US 2001/0044868) in view of Schorr et al. (US 6,608,697).

(1) regarding claims 1 and 11:

Roztocil '868 discloses a method of managing workflow in a commercial printing environment including a designer location and a print service provider location (Fig.1), said method comprising:

creating at the designer location a print job to be printed by the print service provider location (paragraph [0022], lines 6-8, where the documents are being created by the user as the designer location and then being send to the provider for printing);

creating a job ticket at the designer location that specifies production devices of the print service provider to be used to process said print job (paragraph [0046] and paragraph [0047], where the user specifies productions output devices) and processing instructions for the print service provider location (paragraph [0023], where the job

tickets have instructions standardized for the processing of print jobs by the service provider);

creating a press ready file at the designer location (paragraph [0022], lines 8-13, where the designer location is being interpreted as the job origination at the client side of the workflow) that encompasses both said print job and said job ticket (paragraph [0028], lines 1-6, where the print ready file contains the print job and the printer control instructions (ticket));

submitting said press ready file to the print service provider location via an electronic network (paragraph [0022], lines 8-13);

if one or more of the selected production devices are not available, automatically selecting one or more alternative production devices to process said print job to ensure production substantially as designed (paragraph [0031], where the printing production stage routes the jobs to the available printing is being interpreted as a determination if the printers are available or not and sending the job to alternate printers);

an automated prepress rework module performing an automated prepress rework of said print job to address any changes in selection of production devices at the print service provider location after performance of the preflight check by automatically reformatting said print job for any newly selected production devices to ensure production substantially as designed (paragraph [0030], and [0031], where after some changes are been made at the job preparations workstations regarding features of the job the print ready file is updated (reworked) to include all the new changes into the file

that is going to be send to the output devices, where the process is performed by the production stage automatically).

performing at least one of automated printing, finishing (paragraph [0045], lines 1-6), packaging and shipping at the print service provider.

Roztocil '868 discloses all the subject matter as described above except an automated preflight module performing an automated preflight check of said press ready file at the print service provider location by automatically opening, reading, and interpreting said job ticket to confirm that the selected production devices identified in said job ticket are available, and if one or more of the selected production devices are not available, automatically selecting one or more alternative production devices to process said print job to ensure production substantially as designed;

However, Schorr '697 teaches an automated preflight module performing an automated preflight check of said press ready file at the print service provider location (column 4, lines 1-3, where the preflight is all automated (101 Fig. 1a)) by automatically opening, reading, and interpreting said job ticket to confirm that the selected production devices identified in said job ticket are available (column 6, lines 41-65, where it check for example if a RGB press is available for use);

Therefore it would have been obvious to one of ordinary skill in the art a the time the invention was made to have an automated preflight module performing an automated preflight check of said press ready file at the print service provider location by automatically opening, reading, and interpreting said job ticket to confirm that the selected production devices identified in said job ticket are available, and if one or more

of the selected production devices are not available, automatically selecting one or more alternative production devices to process said print job to ensure production substantially as designed as taught by Schorr '697, in the system of Roztocil '868. By accessing the preflight system through the print vendor, the print buyer is not hardwired to one particularly vendor. Further, as will be understood by reviewing the description of the preferred embodiments below, the print buyer can employ the preflight system according to the invention through potentially any print vendor (column 3, lines 23-29).

    (2) regarding claims 3 and 13:

Roztocil '868 further discloses wherein said step of performing a prepress rework of said print job includes determining whether a selected printer is available at the print service provider location and, if not, revising said print job for printing on an alternate printer (paragraph [0031], where the printing production stage routes the jobs to the available printing is being interpreted as a determination if the printers are available or not and sending the job to alternate printers).

    (4) regarding claims 4 and 14:

Roztocil '868 further discloses wherein said step of performing a prepress rework of said print job further comprises performing automated imposition setup of said press ready file to arrange a plurality of design pages of said print job onto one or more print pages (paragraph [0030], lines 9-24, where the blinder's creep, which is the inaccuracies of the imposition, is being prevented by shifting the image and arranging it in pages of a job).

    (5) regarding claims 5 and 15:

Roztocil '868 further discloses wherein said step of performing a prepress rework

of said print job comprises performing automated remote finishing setup of said print job

to select the desired finishing options for said print job when printed at the print service

provider location and to prepare finishing instructions to effect the same (Fig. 3 and Fig.

4, paragraph [0079], where the graphic user interface is allowing the designer to select

the desired finishing options).

(6) regarding claims 6 and 16:

Roztocil '868 further discloses wherein said automated remote finishing setup of

said print job is performed only if an error relating to finishing of said print job was

identified in said preflight check (paragraph [0045], lines 1-6, 30-38, where the

automated finishing setup is performed if the device cannot handle the page feature

(error)).

7.   Claims 7-10 and 17-20 rejected under 35 U.S.C. 103(a) as being unpatentable

over Roztocil et al. (US 2001/0044868) and Schorr et al. (US 6,608,697) as applied to

claims above, and further in view of Stewart et al. (US 6,714,964).

(1) regarding claims 7 and 17:

Roztocil '868 and Schorr '697 disclose all the subject matter as described above

except wherein said step of performing a prepress rework of said print job at the print

service provider location further comprises performing automated remote packaging

setup of said print job to select the desired packaging options for said print job when

printed at the print service provider location and to prepare packaging instructions to

effect the same.

However, Stewart '964 teaches wherein said step of performing a prepress rework of said print job at the print service provider location further comprises performing automated remote packaging setup of said print job to select the desired packaging options for said print job when printed at the print service provider location (column 8, lines 39-44, where servicing on the completed jobs includes wrapping the documents to be shipped as well as boxing the documents) and to prepare packaging instructions to effect the same (column 8, lines 39-44, where servicing is being interpreted as containing instructions for packaging).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made said step of performing a prepress rework of said print job file at the print service provider location further comprises performing automated remote packaging setup of said print job file to select the desired packaging options for said print job file when printed at the print service provider location and to prepare packaging instructions to effect the same as taught by Stewart '964 in the system of Roztocil '868 and Schorr '697. In doing so, as copy centers do not afford the consumer the ability to preview a document prior to completion of the service, this not only increases the time for copying and reproduction, but also inevitably increases the costs to both the consumer and the service provider as disclose by Stewart '964 column 2, lines 13-24.

(2) regarding claims 8 and 18:

Roztocil '868 and Schorr '697 disclose all the subject matter as described above except wherein said automated remote packaging setup of said print job is performed

only if an error relating to packaging of said print job was identified in said preflight check.

However, Stewart '964 teaches wherein said automated remote packaging setup of said print job is performed only if an error relating to packaging of said print job was identified in said preflight check (column 8, lines 39-44 and column 9, lines 27-43, where if a problem occurs in the servicing is being interpreted as a problem in packaging as well, as stated in column 8, lines 39-44, and the network is able to identify the error and continue from the point of the error).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made that said automated remote packaging setup of said print job is performed only if an error relating to packaging of said print job was identified in said preflight check as taught by Stewart '964 in the system of Roztocil '868 and Schorr '697. In doing so, as copy centers do not afford the consumer the ability to preview a document prior to completion of the service, this not only increases the time for copying and reproduction, but also inevitably increases the costs to both the consumer and the service provider as disclose by Stewart '964 column 2, lines 13-24.

(3) regarding claims 9 and 19:

Roztocil '868 and Schorr '697 disclose all the subject matter as described above except wherein said step of performing a prepress rework of said print job at the print service provider location further comprises performing automated remote shipping setup of said print job to select the desired shipping options for said print job when printed at

the print service provider location and to prepare shipping instructions to effect the same.

However, Stewart '964 teaches wherein said step of performing a prepress rework of said print job at the print service provider location further comprises performing automated remote shipping setup of said print job to select the desired shipping options for said print job when printed at the print service provider location (column 8, lines 39-44, where servicing on the completed jobs includes shipping or delivery of the documents) and to prepare shipping instructions to effect the same (column 8, lines 39-44, where servicing is being interpreted as containing instructions for servicing).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made that said step of performing a prepress rework of said print job at the print service provider location further comprises performing automated remote shipping setup of said print job to select the desired shipping options for said print job when printed at the print service provider location and to prepare shipping instructions to effect the same as taught by Stewart '964 in the system of Roztocil '868 and Schorr '697. In doing so, as copy centers do not afford the consumer the ability to preview a document prior to completion of the service, this not only increases the time for copying and reproduction, but also inevitably increases the costs to both the consumer and the service provider as disclose by Stewart '964 column 2, lines 13-24.

(4) regarding claims 10 and 20:

Roztocil '868 and Schorr '697 disclose all the subject matter as described above except wherein said automated remote shipping setup of said print job is performed only if an error relating to shipping of said print job was identified in said preflight check.

However, Stewart '964 teaches wherein said automated remote shipping setup of said print job is performed only if an error relating to shipping of said print job was identified in said preflight check (column 8, lines 39-44 and column 9, lines 27-43, where if a problem occurs in the servicing is being interpreted as a problem in shipping as well, as stated in column 8, lines 39-44, and the network is able to identify the error and continue from the point of the error).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made that said automated remote shipping setup of said print job is performed only if an error relating to shipping of said print job was identified in said preflight check as taught by Stewart '964 in the system of Roztocil '868 and Schorr '697. In doing so, as copy centers do not afford the consumer the ability to preview a document prior to completion of the service, this not only increases the time for copying and reproduction, but also inevitably increases the costs to both the consumer and the service provider as disclose by Stewart '964 column 2, lines 13-24.

Conclusion

8.   Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action.   Accordingly, **THIS ACTION IS MADE FINAL**.   See MPEP

§ 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Lennin R. Rodriguez whose telephone number is (571) 270-1678. The examiner can normally be reached on Monday - Thursday 7:30am - 6:00pm EST.
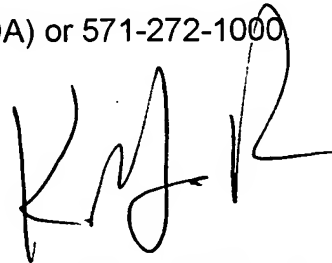
If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, King Poon can be reached on (571) 272-7440. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000

Lennin Rodriguez
12/18/2007

KING Y. POON
SUPERVISORY PATENT EXAMINER